

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7548538A4  
**Bid/RFP Title:** HVAC UPGRADES MET CENTER PROVIDENCE (325 PUBLIC ST)1 PG + ZIP FILE)

**Opening Date & Time:** 4/10/2014 11:30 AM

**RIVIP Vendor ID #:** 41094

**Vendor Name:** E.W. Burman, Inc

**Address:** 33 Vermont Ave  
Warwick , RI 02888  
USA

**Telephone:** (401) 738-5400

**Fax:** (401) 737-2650

**E-Mail:** ewburmaniii@ewburman.com

**Contact Person:** Edward W. Burman III

**Title:** Project Manager

**R.I. Foreign Corp #:**

**NOTICE TO VENDORS**

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 – REQUIREMENTS**

**ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.**



## Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested. Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

## SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

## SECTION 4 – CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.



4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

## **SECTION 5 – CERTIFICATIONS AND DISCLOSURES**

### **ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

**Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes (Y) or No (N):

- N   1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N   2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- N   3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y   4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y   5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y   6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y   7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y   8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y   9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y   10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y   11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y   12. I/we certify that the above vendor information is correct and complete.



[illegible]

*[Signature]*

Date 4/10/14

Thomas M. Burman      Secretary

Print

2013-4



SECTION 00 41 13 - BID DOCUMENT

TO: State of Rhode Island  
Department of Administration  
Office of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill  
Providence, RI 02908-5859

PROJECT: HVAC Upgrades at The MET Center  
325 Public Street  
Providence, Rhode Island

DATE: April 10, 2014

SUBMITTED BY: E.W. Burman, Inc  
(include address 33 Vermont Ave  
tel. no., and Warwick, RI 02888  
license no. as 401-738-5400  
applicable) RI 10484

**BASE BID No. 1 - Shall include all work specified in the Construction Documents related to the Fitness Hall/Equality Building: (BASE BID (INCLUDING ALLOWANCE OF \$100,000. SEE ALLOWANCE SECTION 01 21 00))**

1. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents dated January 24, 2014 prepared by Building Engineering Resources, INC. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the sum of:

\$	9	6	7	,	7	0	0	.	—
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(Numeric)

NINE HUNDRED SIXTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

- A. BASE BID NO. 1, Alternate No. 1: REPLACEMENT OF RTU-1. ALL CONTROL WORK DESCRIBED IN THE SEQUENCE OF OPERATIONS, DUCTWORK REPLACEMENT, TESTING AND BALANCING OF UNIT AND TIE-IN TO THE NEW FACILITY MANAGEMENT CONTROL SYSTEM SHALL BE INCLUDED IN THE BASE BID NO. 1.**

\$	1	4	5	,	0	0	0	.	—
----	---	---	---	---	---	---	---	---	---

(Numeric)

ONE HUNDRED FORTY FIVE THOUSAND DOLLARS

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)



- B. BASE BID NO. 1, Alternate No. 2: REPLACEMENT OF EXISTING ROOF EXHAUST FAN AND ALL RELATED WORK (EF-411, EF-413, ER-414). ALL CONTROL WORK DESCRIBED IN THE SEQUENCE OF OPERATIONS AND TIE-IN TO THE NEW FACILITY MANAGAEMENT CONTROL SYSTEM SHALL BE INCLUDED IN THE BASE BID NO. 1.**

\$		1	5	,	0	0	0	.	—
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(Numeric)

*FIFTEEN THOUSAND DOLLARS*

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

- C. BASE BID NO. 1, Alternate No. 3: ADDING OF LIGHTING OCCUPANCY SENSORS IN THE CLASSROOMS AND OFFICE SPACES.**

\$		1	2	,	0	0	0	.	—
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(Numeric)

*TWELVE THOUSAND DOLLARS*

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

- D. BASE BID NO. 1, Alternate No. 4: REPLACEMENT OF EXISTING DOMESTIC HOT WATER BOILER AND ALL RELATED WORK.**

\$		4	3	,	0	0	0	.	—
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(Numeric)

*Forty THREE THOUSAND DOLLARS*

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

**BASE BID No. 2 – Shall include all work specified in the Construction Documents related to the Meeting Hall/Liberty Building: (BASE BID (INCLUDING ALLOWANCE OF \$100,000. SEE ALLOWANCE SECTION 01 21 00))**

2. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents dated January 24, 2014 prepared by Building Engineering Resources, INC. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the sum of:

\$	1	,	3	0	0	,	7	0	0	.	—
----	---	---	---	---	---	---	---	---	---	---	---

(Numeric)

*ONE MILLION THREE HUNDRED THOUSAND SEVEN HUNDRED DOLLARS*

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)



- A. **BASE BID NO. 2, Alternate No. 1: REPLACEMENT OF RTU-8. ALL CONTROL WORK DESCRIBED IN THE SEQUENCE OF OPERATIONS, DUCTWORK REPLACEMENT, TESTING AND BALANCING OF UNIT AND TIE-IN TO THE NEW FACILITY MANAGEMENT CONTROL SYSTEM SHALL BE INCLUDED IN THE BASE BID NO. 2.**

\$	1	4	7	,	0	0	0	.	—
----	---	---	---	---	---	---	---	---	---

(Numeric)

*ONE HUNDRED FORTY SEVEN THOUSAND DOLLARS*

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

- B. **BASE BID NO. 2, Alternate No. 2: REPLACEMENT OF RTU-4 AND ALL EXISTING RELATED DUCTWORK. ALL CONTROL WORK DESCRIBED IN THE SEQUENCE OF OPERATIONS AND TIE-IN TO THE NEW FACILITY MANAGEMENT CONTROL SYSTEM SHALL BE INCLUDED IN THE BASE BID NO. 2.**

\$	2	5	2	,	0	0	0	.	—
----	---	---	---	---	---	---	---	---	---

(Numeric)

*TWO HUNDRED FIFTY TWO THOUSAND DOLLARS*

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

- C. **BASE BID NO. 2, Alternate No. 3: REPLACEMENT OF EXISTIN GROOF EXHAUST FAN AND ALL RELATED WORK (EF-308, EF-309, EF-313, EF-314, EF-315, EF-316). ALL CONTROL WORK DESCRIBED IN THE SEQUENCE OF OPERATIONS AND TIE-IN TO THE NEW FACILITY MANAGEMENT CONTROL SYSTEM SHALL BE INCLUDED IN THE BASE BID NO. 2.**

\$		1	8	,	0	0	0	.	—
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(Numeric)

*EIGHTEEN THOUSAND DOLLARS*

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

- D. **BASE BID NO. 2, Alternate No.4: ADDING OF NEW DUCTLESS SPLIT SYSTEM (AC-1 & CU-1) IN THE IT ROOM AND ALL RELATED WORK.**

\$		2	0	,	0	0	0	.	—
----	--	---	---	---	---	---	---	---	---

(Numeric)

*TWENTY THOUSAND DOLLARS*

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)



**E. BASE BID NO. 2, Alternate No. 5: ADDING OF LIGHTING OCCUPANCY SENSORS IN THE CLASSROOMS AND OFFICE SPACES.**

\$		1	5	,	0	0	0	.	—
----	--	---	---	---	---	---	---	---	---

(Numeric)

*FIFTEEN THOUSAND DOLLARS*

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

**F. BASE BID NO. 2, Alternate No.6: REPLACEMENT OF EXISTING DOMESTIC HOT WATER BOILER, STORAGE TANK AND ALL RELATED WORK.**

\$		2	2	,	0	0	0	.	—
----	--	---	---	---	---	---	---	---	---

(Numeric)

*TWENTY TWO THOUSAND DOLLARS*

(Written)

(In case of discrepancy, the amount shown in words shall govern.) (See Alternates Section 01 23 00)

**3. ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated <u>03.10.2014</u>	Addendum No. 2, dated <u>03.13.2014</u>
Addendum No. 3, dated <u>03.25.2014</u>	Addendum No. 4, dated <u>03.31.2014</u>

**4. ACCEPTANCE**

This Bid shall be irrevocably open to acceptance for 90 days from the Bid closing date. If this Bid is accepted by the Owner within 90 days, we will:

Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bidders.

Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.

Commence work within 7 days after receipt of a Purchase Order.

If this bid is accepted within 90 days, and we fail to commence the work, or we fail to provide the required bond (s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited to the amount of lesser of the value of the security deposit, or of the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within 90 days, the required security deposit shall be returned to the undersigned, in compliance with provisions of the "Instructions to Bidders"; unless a mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.



5. ALLOWANCES

The Bidder shall include in each of its Base Bid Prices an allowance of **\$100,000** for additional work that may be required and approved by Owner and Engineer. Funds will be drawn from allowances only by a properly executed and approved Change Order. At the closeout of the Contract, funds remaining in allowances will be credited to Owner by Change Order.

6. CONTRACT TIME

If this Bid is accepted, unless indicated otherwise on the bid form, Bidder will achieve a Substantial Completion date of August 25, 2014 at which date the Owner's operations can commence.

**REQUIREMENT FOR LICENSE NUMBER:**

**In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:**

**LICENSE NUMBER:** 10484

7. BID FORM SIGNATURES

  
(Bidder's printed name)

CORPORATE SEAL

By: Thomas M. Burman  
(Signature)

Title: Secretary

END OF SECTION 00 41 13





**RI Department of Labor and Training  
Workforce Regulation and Safety Division  
Professional Regulation - Prevailing Wage**

**General Contractor Apprenticeship Certification Form**

This form **MUST** be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at www.dlt.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

**Bid/RFP Number:** 7548538

**Bid/RFP Title:** HVAC UPGRADES MET CENTER PROVIDENCE

**RIVIP Vendor ID#:** 41094

**Vendor Name:** E.W. Burman Inc

**Address:** 33 Vermont Ave Warwick, RI 02888

**Telephone:** 401-738-5400

**Fax:** 401-737-2650

**E-Mail:** ewburmanjr@ewburman.com

**Contact Person and Title:** Edward W. Burman, Jr President

E.W. Burman Inc, 33 Vermont Ave Warwick RI (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- A. ☐ Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. ☐ Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. ☒ Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. \_\_\_\_\_ Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. \_\_\_\_\_ Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. \_\_\_\_\_ Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Thomas M. Burman, Secretary

4-3-2014

Printed Name and Title of Authorized Representative

Date

  
Signature of Authorized Representative



doing business in the computation of federal income tax of the Employers.

Section 3. There shall be a total of eight (8)

Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed are as follows:

four (4) Trustees shall be appointed by the Rhode Island Laborers' District Council; two (2) Trustees shall be appointed by the Association, and two (2) Trustees shall be appointed by the Construction Industries of Rhode Island. Representatives on the Board of Trustees shall at all times be equally divided among union and management (Association and Construction Industries of Rhode Island) representatives. Each of the appointing parties shall have the power to remove, replace and appoint successors to Trustees appointed by them.

Section 4. The failure to contribute by the Employer to the said training fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XV herein. The New England Laborers' Training Trust Fund shall meet the requirements of all Federal and State laws regarding the same, including the Internal Revenue Service.

ARTICLE XI A

RHODE ISLAND LABORERS' APPRENTICESHIP PROGRAM

The parties hereby incorporate by reference as part of this agreement the "Apprenticeship Standards for the Construction Craft Laborer" adopted by the parties and approved by the U.S. DOL Bureau of Apprenticeship and Training on May 19, 1997 and the Rhode Island State Apprenticeship Council. Employers employing one or more apprentices shall

Council Apprentice Program under the above-referenced standards for construction craft laborer.

a) An employer may employ apprentices on any job in the ratio of one (1) apprentice for each five (5) jour workers. Apprentices shall work under the supervision of competent and qualified journey workers on the job. Instruction in safety and safe work practices will be of the job instructions in addition to that included in related instruction and in special off job courses.

b) Apprentices shall be paid the following percentages of the Journey workers Laborers' basic hour rate as outlined in Article III

Hours	Percentage of Journeymen's rate
1-999	60%
1000-1999	70%
2000-2999	80%
3000-4000	90%
4001 and after	100%

The above rates may be adjusted for individual apprentices making accelerated progress. Such adjusted provisions may only be made by Committee action.

c) Apprentices shall receive the full benefit pac

ARTICLE XI B

NEW ENGLAND LABORERS' LABOR-MANAGEMENT

COOPERATION TRUST FUND

Section 1. Each employer agrees to pay Fifteen ( Cents per hour worked by each employee covered by the t of this Agreement to a fund known as the "New England



on or before sixty (60) days prior to May 31 of any year thereafter notice is given by either party that it desires to change, modify or terminate this Agreement.

RHODE ISLAND CHAPTER,  
ASSOCIATED GENERAL  
CONTRACTORS OF AMERICA, INC.  
LABOR RELATIONS DIVISION

RHODE ISLAND LABORERS' DISTRICT  
COUNCIL of the Laborers,  
International Union of North  
America, AFL-CIO, on behalf of  
Local Union 271

DAVID RAMPONE  
Chairman

MICHAEL F. SABITONI  
Business Manager

CONSTRUCTION & GENERAL LABORERS'  
LOCAL UNION 271

MICHAEL F. SABITONI  
Business Manager

Execution Date  
4/30/13  
Witness

APPENDIX "A"  
INCORPORATED BY REFERENCE

Craft Jurisdictional claims of the Laborers' International Union of North America defines the work forth, and shall be assigned and performed by members bargaining unit:

TENDERS: Tending masons, plasterers, carpenter other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be use mechanics of other crafts, whether such preparation is hand or any other process. After the material has be prepared, tending shall include the supplying and cor of said material and other materials to such mechanic whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork when used at levels not in excess of nine feet.

Unloading, handling and distributing of all mat fixtures, furnishings and appliances from point of del to stockpiles and from stockpiles to approximate poir installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other process.

Cleaning and clearing of all debris, including brushing of windows, scraping of floors, removal of st material from all fixtures within confines of structure and cleaning of all debris in building and constructi area. The general cleanup, including sweeping, clear washdown and wiping of construction facility, equipme furnishings and removal and loading or burning of all including crates, boxes, packaging waste material. v power washing or cleaning of walls, partitions, ceili windows, bathrooms, kitchens, laboratory, and all fixt and facilities therein. Cleanup, mopping, washing, v and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and ot materials applied to walls, floors, ceilings and founc of buildings and structures, highways, airports, over and underpasses, tunnels, bridges, approaches, viaduc ramps or other similar surfaces by any mode or methoc

SCAFFOLDS Erection, planking and removal of al



discretion. Such examinations may be implemented by the trustees' authorized representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds. In the event that the Funds or their representative shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit.

Section 6. Benefits - The Funds shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust and this Agreement.

Section 7. New Federal Health Insurance Law - In the event that a new federal health insurance law becomes effective during the term of this Agreement, the parties agree to meet and reopen the contract to make any changes necessitated by the law and to negotiate other provisions as may be appropriate. In the event the parties are unable to agree upon the changes required by law or other appropriate changes, the matter may proceed to final and binding arbitration pursuant to Article XXVI at the request of either party; provided that the Arbitrator shall not be permitted to increase the cost to the Employer.

## **ARTICLE XII**

### **Apprenticeship and Training**

Section 1. Employer contributions shall be used exclusively for the training and education of apprentices and journeymen skills upgrading and for the administrative costs of the Joint Apprenticeship Committee.

Section 2. Each Employer shall employ a ratio of one (1) apprentice to five (5) journeymen carpenters on the job or within its employ when indentured apprentices are available and assigned to the Employer by the Local Union. No Employer shall layoff an apprentice for lack of work without giving at least twenty-four (24) hours prior notice to the Local Union. Each Employer must have at least one (1) apprentice per company.

Section 3. Both parties agree to comply with the Standards of Apprenticeship as established by the Joint Apprenticeship Committee for the training of apprentice carpenters as applicable under this Agreement. OSHA – 10 certification cards are mandatory for all employees.

Section 4. The basic hourly rate for Carpenter Apprentices shall be the percentages listed in the following schedule to be applied to the Journeyman Carpenter basic wage rate:

- First six month period at 50%
- Second six month period at 60%
- Third six month period at 70%
- Fourth six month period at 75%
- Fifth six month period at 80%
- Sixth six month period at 80%
- Seventh six month period at 90%
- Eight six month period at 90%

All advancements must be verified by the JATC in writing.

All third and fourth year apprentices will receive journeyman receipts. All first and second year apprentices will receive an annuity in addition to the health, apprenticeship, IAF, CLMP, and national funds.

Section 5. The Apprenticeship Fund shall annually submit to the Associations and Union, a list of indentured apprentices with the proposed completion date for each apprentice.

Section 6. Specialty trade employees who have become technologically unemployed shall be permitted to enter the Apprenticeship and Training Program for retraining. Said employee shall be granted advanced standing in the Apprenticeship Program on the basis of his or her demonstrated ability and knowledge and shall be paid the rate of the apprenticeship period to which he or she is assigned.

Section 7. Laid off apprentices and journeymen shall be eligible for unemployment insurance in accordance with R.I. State and Federal law.

### **ARTICLE XIII**

#### **The New England Carpenters Labor Management Program**

Section 1. Purpose – The New England Carpenters Labor Management Program was established by an appropriate Agreement and Declaration of Trust, pursuant to Section 302 (c) of the National Labor Relations Act, as amended. The purpose of the Program (Fund) is to provide labor management assistance and service to any participant employer or labor organization; promote the general welfare of employers and their employees in the construction industry; seek and improve harmonious relationships between labor and management in the construction industry; demonstrate that labor and management can effectively cooperate to establish an appropriate environment conducive to producing cost efficient construction projects; establish and maintain an appropriate educational program to further educate the members of the labor organizations in methods and means to obtain the goals established by the Program (Fund); and engage in problem-solving efforts in the mutual interests of labor and management in the construction industry.

Section 2. Trustees – This Fund shall be administered by an equal number of trustees appointed by and representing the Union and the Associations – Associated General Contractors of Massachusetts; Building Trades Employers' Association of Boston and Eastern Massachusetts; Construction Industries of Massachusetts, Labor Relations Division; Associated General Contractors of Rhode Island – Labor Division; Construction Industries of Rhode Island; Building Trades Employers' Labor Policy Division of the Construction Industry Association of Western Massachusetts, Inc.; AGC/CCIA Building Contractors Labor Division of Connecticut, Inc.; Northeast Flooring Contractors Association Inc.; and The Foundation and Marine Contractors Association of New England.

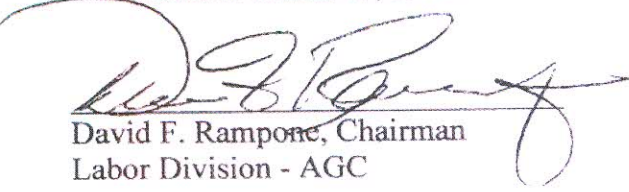
Section 3. If on a particular project an Employer is not required to make contributions to the New England Carpenters Labor Management Program and if the Employer decides not to make contributions in the amount set forth in this Agreement to the Carpenters Labor Management Program, the Employer shall be required to make contributions in that amount as an additional payment to the RI Carpenters Apprenticeship Fund.



**ARTICLE XXXI**  
**Expiration Provision**

This agreement will expire on June 2, 2013 except that if neither party to this Agreement gives notice in writing to the other party between February 4, 2013 and April 5, 2013 that it desires a change after June 2, 2013 then this Agreement will continue in effect until June 1, 2014 and so on each year thereafter unless on or before June 1<sup>st</sup> of each year thereafter a notice is given by either party.

**LABOR RELATIONS DIVISION OF THE  
ASSOCIATED GENERAL CONTRACTORS  
OF RHODE ISLAND, INC.**

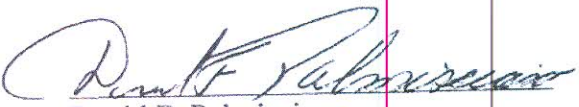


David F. Rampone, Chairman  
Labor Division - AGC

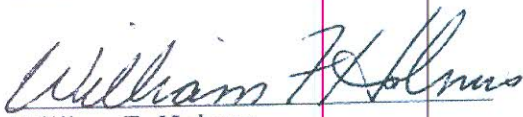
**NEW ENGLAND REGIONAL COUNCIL  
OF CARPENTERS**




Mark Erlich  
Executive Secretary/Treasurer



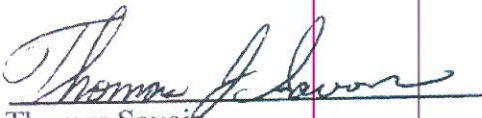
David F. Palmisciano  
District Business Manager



William F. Holmes  
Business Manager, RI



W. Paul Lander  
Business Representative



Thomas Savoie  
Business Representative



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920-4407

TTY:

Via RI Relay 711

Lincoln D. Chafee

Governor

Charles J. Fogarty

Director

**STATE CONTRACT ADDENDUM**

**RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING**

**PREVAILING WAGE REQUIREMENTS**

**(37-13-1 ET SEQ.)**

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711





Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via Rf Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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Cranston, RI 02920-4407

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TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: [Signature]

Title: Secretary

Subscribed and sworn before me this 3<sup>rd</sup> day of April, 2014

[Signature]

Notary Public

My commission expires: July 14, 2017

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.*

*TTY via RI Relay 711*



**E. W. BURMAN, INC.**  
**Corporate Resolution**

A meeting of the Board of Directors of E. W. Burman, Inc. was held on the 7<sup>th</sup> day of February 2014 at the offices of the corporation in Warwick, RI.

The President presented to the meeting a form of bid between the State of Rhode Island and this Corporation. The President recommended that the corporation specifically approve the signing of this document.

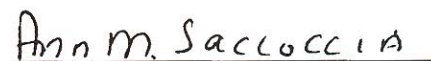
Upon motion duly made and seconded, it was duly and unanimously:

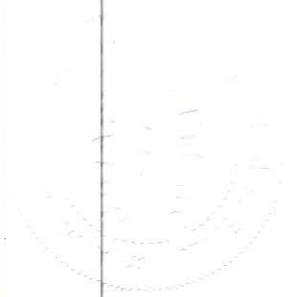
**VOTED:** That Edward W. Burman, Jr., President of the Corporation is authorized on behalf of the corporation to execute such contract.

There being no further business, the meeting adjourned.

  
Thomas M. Burman, Secretary

Subscribed and sworn before me this 7<sup>th</sup> day of February 2014

  
Notary Public  
My commission expires: July 14, 2017



State of Rhode Island  
**PAYER'S REQUEST FOR TAXPAYER  
 IDENTIFICATION NUMBER AND CERTIFICATION**

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

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E. W. BURMAN, INC.

**NAME****ADDRESS** 33 Vermont Avenue**(REMITTANCE ADDRESS, IF DIFFERENT)**

Warwick RI 02888

**CITY, STATE AND ZIP CODE****CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE**

SIGNATURE



TITLE

Secretary

DATE

4-3-2014

TEL NO.

738-5400

**BUSINESS DESIGNATION:**

Please Check One: Individual ☐ Medical Services Corporation ☐ Government/Nonprofit Corporation ☐  
 Partnership ☐ Corporation ☒ Trust/Estate ☐ Legal Services Corporation ☐

**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.

**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

**CERTIFICATION** -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).**BUSINESS TYPE CHECK-OFF** -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908



# THE AMERICAN INSTITUTE OF ARCHITECTS



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## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we E. W. Burman, Inc.  
33 Vermont Avenue, Warwick, Rhode Island 02888

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
350 Granite Street, Suite 1201, Braintree, MA 02184-3905

a corporation duly organized under the laws of the State of CT  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
Rhode Island Department of Administration, Division of Purchases

as Obligor, hereinafter called the Obligor, in the sum of Five Percent (5%) of the amount  
of the accompanying bid Dollars (\$ 5% of Bid ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for HVAC UPGRADES @ MET CENTER

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this 3rd

day of April 20 14

(Witness)

E.W. Burman, Inc.

(Principal)

(Seal)

~~SECRETARY~~

(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

(Seal)

(Witness)

Phyllis A. Nigris, Attorney-in-Fact

(Title)

Attorney-in-Fact



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223141

Certificate No. 005581219

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael E. Bromage, James J. Bromage, and Phyllis A. Nigris

of the City of Cranston, State of Rhode Island, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of July, 2013.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 31st day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



  
 Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of April, 20 14.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.